

Club: _____

SNOWMOBILE PROJECT GRANT AGREEMENT

I. PARTIES

This AGREEMENT is entered into this _____ day of _____, 2009, by and between MONTANA FISH, WILDLIFE & PARKS, an agency of the State of Montana, hereinafter called the "Department," and _____, hereinafter called the "Club."

II. RECITALS

WHEREAS:

- A. The State of Montana recognizes that winter snowmobiling is an important local-economic and-outdoor recreation activity in Montana.
- B. Montana statutes earmark a portion of the gasoline taxes and snowmobile registration fees for snowmobile facility operations, trail grooming and related maintenance for public use at no cost to the public.
- C. The Parks Division of Montana Fish, Wildlife & Parks is responsible for the administration of this program.
- D. Funds exist in the earmarked snowmobile revenue account to fund this Club's grooming activities for the Term of Agreement identified below.
- E. The Club is an organized entity in the vicinity of the trails to be groomed and maintained, and the Club wishes to see trails maintained for the snowmobiling public.
- F. Both parties to this Agreement wish to see routes groomed and maintained for snowmobile use on the routes indicated in the Snowmobile Program grant application for the State Fiscal Year noted below under "Term of Agreement."

NOW, THEREFORE, in consideration of the covenants to be performed by each party on behalf of the other, as hereinafter set forth, IT IS HEREBY UNDERSTOOD AND AGREED by and between the parties hereto as follows;

III. TERM OF AGREEMENT

Term of this Agreement shall be: July 1, 2009, to June 30, 2010.

IV. DUTIES, COVENANTS AND RESPONSIBILITIES

A. The Club:

1. The Club will perform snowmobile grooming and related trail maintenance activities on the current legal routes as identified in the Snowmobile Program grant application for the State Fiscal Year noted above under "Term of Agreement."
2. The Club confirms that the landowners of the affected areas where these grooming activities will occur have granted permission for these activities to occur during the term of this Agreement.
3. The Club will utilize the funds granted via this Agreement for the purpose of maintaining the snowmobile trails defined in the Snowmobile Program grant application for the State Fiscal Year noted above under "Term of Agreement," and agrees that grooming and trail maintenance will be conducted as conditions require during the Agreement period, and as grant funds allow.
4. The Club will permit Department auditors, Legislative Auditors, and the Department, its employees, or agents to inspect trails groomed or results of other actions performed under this Agreement and all financial and related records for the purpose of confirming the Club's proper administration of grant funds.
5. The Club agrees to fully comply with all applicable federal, state and local laws, rules, and regulations. It shall be the Club's responsibility to familiarize itself with all relevant laws and regulations.
6. Purchase of Goods or Services. Goods and services for trails projects typically include purchase of such things as equipment, equipment parts, equipment repairs, trailhead or trailside facilities, signs, rental of equipment or facilities, contracted labor for grooming, maintaining, rehabilitating, planning, engineering, developing or building trails.
 - a. Goods or Services costing up to \$5,000 may be purchased without bids. However, it is recommended that price comparisons be made to ensure the best buy.
 - b. Goods or services costing \$5,000 to \$25,000 require limited solicitation. This should include cost proposals, by fax or written format, from at least three prospective vendors if possible. If there are fewer than three potential vendors available, that must be documented. The Club must forward documentation of this limited solicitation, results and a copy of any contracts/agreements to the Department by May 1 of the agreement term.
 - c. For goods or services costing more than \$25,000, the Club must solicit bids or proposals. This includes notifying prospective vendors directly and advertising in a

publication of area significance and allowing at least 30 days for submittal of proposals. The Club must forward documentation of this solicitation, results and a copy of the contract/agreement to the Department by May 1 of the agreement term. For any equipment purchased with Snowmobile Program funds, that equipment may only be used for the specific purposes identified in the project application. The Club must provide a maintenance schedule to the Department by May 1 of the agreement term.

- d. For any equipment purchased with Snowmobile Program funds, that equipment may only be used for the specific purposes identified in the project application. The Club must provide a maintenance schedule for that equipment to the Department by May 1 of the agreement term.
 - e. No employee, officer or agent of the Club shall participate in the selection, award or administration of a contract supported by Snowmobile Program funds if a real or apparent conflict of interest would be involved. Goods or services may not be purchased by the Club from any business in which the Club, an officer or agent has a financial or other interest, if the goods or services are available from another source at less cost.
 - f. Equipment purchased with Snowmobile Program funds will not be used for personal gain or purposes. Equipment may not be traded or sold by the Club.
- 7. The Club agrees that this Agreement does not establish an employee/employer relationship between the Department and the Club, nor any person employed by the Club or volunteering for the club for any purpose.
 - 8. The Club agrees to pay all required state, federal or local taxes, fees, including unemployment insurance and Workers Compensation Insurance or other assessments related to the employment of any person or individual by the Club.
 - 9. The Club agrees to provide the Department with documentation of the actual and necessary expenses incurred in trail maintenance & grooming in the format requested. All such documentation shall be submitted by May 1 of the Agreement Term. .
 - 10. The State may terminate this Agreement for failure of the Club to perform any of the services, duties, or conditions contained in this Agreement after giving the Club written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than thirty days. If the demanded performance is not completed within the specified period, the time allowed for performance may be extended at the sole discretion of the Department. If the Department does not extend the time for performance, termination is effective at the end of the specified period.

B. The Department:

1. The Department agrees to provide a maximum of _____ to the Club for direct and documented snowmobile trail maintenance/grooming efforts during the defined term of this Agreement.
 - a. The grant funds may be provided via the following schedule;
 - i. Seventy-five percent of the approved grant funds of this Agreement may be requested as an advance after October 15th.
 - ii. The remainder of the grant funds may be requested as an advance between January 15th and April 15th.
 - b. Any funds not spent or expenditure not supported by adequate documentation shall be returned to FWP for use in the Snowmobile Program by the end of the agreement term.

V. INDEMNIFICATION / HOLD HARMLESS

The Club agrees to indemnify and hold harmless the State and the Department, and their elected and appointed officials, agents, and employees while acting in the scope of their duties from all claims, demands, and causes of action from injuries or damages arising or growing out of the operations performed under this Agreement and resulting from the acts or omissions of the Club and/or its agents, employees, representatives, assigns, or subcontractors.

The Department agrees to indemnify and hold harmless the Club, and its officers, agents, and employees while acting in the scope of their duties from all claims, demands, and causes of action from injuries or damages arising or growing out of the operations performed under this Agreement and resulting from the acts or omissions of the State or the Department, or their elected and appointed officials, agents, and employees.

VI. VENUE, INTERPRETATION AND ATTORNEY FEES

Venue for any court action arising under agreement must be in the First Judicial District in and for Lewis and Clark County, Montana. This agreement must be interpreted according to the laws of Montana. In the event an action is filled to enforce, interpret or dispute this agreement, the prevailing party shall be entitled to recover reasonable attorneys fees from the other party in the suit.

SIGNATURES

MONTANA FISH, WILDLIFE & PARKS

MONTANA SNOWMOBILE CLUB

BY: _____
Printed Name of Agency Representative

BY: _____
Printed Name of Club Representative

BY: _____
Signature of Agency Representative

BY: _____
Signature of Club Representative

Position of Agency Representative

Position of Club Representative